Settlement Agreement

Between The Wayne County Community College District ("College") and The Wayne County Community College Federation of Teachers ("Union")

The Union has filed Grievance No. 002-10 ("Grievance") alleging that some of its members were injured as a result of the College's decision to redo the class selection process for the summer, 2010 semester. Without admitting any wrongdoing, the parties have agreed to settle the grievance on the terms set forth below:

1. The following AFT members ('Grievants'') will be given classes during the fall 2010 semester commencing August 23, 2010 and/or will be allowed to select a class over the load limit, as follows:

a. Clifford Tinsley will be given an additional class in fall 2010 from open classes.

b.. Val Cheltenham will be given three additional classes through a combination of adding classes and over the limit teaching during the twelve month period beginning with the fall 2010 semester.

c. Judy Sanborn will be given three additional classes through a combination of adding classes and over the limit teaching during the twelve month period beginning with the fall 2010 semester.

d. Marion Hubbard will be given an additional class during the fall 2010 semester from open classes.

e.. Maria Perez will be given an additional class during the fall 2010 semester from open classes.

f.. Susan Grabowski will be allowed to select four hours of over the limit teaching during the twelve month period commencing with the spring 2011 semester.

2. For the purposes of this agreement over the limit teaching is defined as classes with contact hours in excess of the contractually defined semester limits. Those selecting over the

limit classes will be allowed to select up to two over the limit class per semester before any other part-time faculty is allowed to select and their remaining classes will be selected based on seniority.

3. Those AFT members who are being given the right to select and teach over the limit classes will have one year to exercise their right, which will be extinguished after the fall 2011 semester. Teaching of these classes must be completed by the end of the fall 2011 semester.

4. The union shall withdraw the grievance with prejudice upon the execution of this Agreement.

5. William Anderson and Courtney Atlas and the union on their behalf shall have thirty (30) days from the date of the execution of this Agreement to file separate grievances related to the subject matter of the Grievance.

7. This Agreement and all aspects of this Agreement, including, without limitation, the discussions, communications, either verbal, written, e-mail or otherwise and actions of the parties leading up to this Settlement Agreement shall not under any circumstances (a) be considered precedential, (b) constitute an admission of liability by either party or (c) except to establish the existence and/or the terms of this agreement, be used as evidence in any subsequent grievance arbitration, judicial or administrative proceeding of any kind except to enforce or to assert reliance on the terms of this Agreement itself.

IN WITNESS WHEREOF, the parties execute this Agreement below.

WAYNE COUNTY COMMUNITY COLLEGE DISTRICT

By: Its: Dated:

Approved As to Form By College Legal Counsel:

00119213

WAYNE COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 2000, MFT & SRP, AFT, AFL-CIO

Aclaun Bv lts: Dated:

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